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Attorneys for Defendant TNH MOTORS, INC. dba NORTH HOLLYWOOD TOYOTA

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TERRY HIATT, on behalf of himself and all	)	CASE NO. 19BBCV00974 (Lead)
"aggrieved employees" pursuant to Labor Code §	)	CASE NO. 20STCV25676 (Related)
2698 <i>et. seq.</i> ,	)	
	)	Judge Assigned: Hon. John Kralik
Plaintiff,	)	Department: Burbank Courthouse, Dept. B
v.	)	

TNH MOTORS, INC., a California corporation,	)	JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION
d/b/a NORTH HOLLYWOOD TOYOTA.; and	)	
DOES 1 through 50, inclusive,	)	
Defendants.	)	

OSCAR RUIZ-GARCIA, Aggrieved Employee of
Defendants, for the State of California's Labor and
Workforce Development Agency on behalf of all
Aggrieved Employees of Defendants

Plaintiff,	v.
TNH MOTORS, INC., a California corporation;	
and DOES 1 through 100, inclusive,	
Defendants.	

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8 18250 Ventura Boulevard

Tarzana, California 91356

9 Tel: (818) 609-0807

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10 Attorneys for Plaintiff OSCAR RUIZ-GARCIA

11
12 IT IS HEREBY STIPULATED AND AGREED by and between Defendant TNH MOTORS,
13 INC. dba NORTH HOLLYWOOD TOYOTA (hereinafter referred to as “Defendant”), on the one hand,
14 and Plaintiffs TERRY HIATT and OSCAR RUIZ-GARCIA, on behalf of the State of California as
15 PAGA Representatives, and themselves and each of the other “Aggrieved Employees,” as defined herein
16 (“Plaintiffs”), on the other hand, subject to the approval of the Court pursuant to Cal. Lab. Code § 2699
17 (I), that the settlement of the Action (as defined herein) shall be effectuated and subject to the following
18 terms and conditions:

19 **I. SUMMARY OF SETTLEMENT TERMS**

20 Under the terms of the Settlement, Defendant will pay the Total Settlement Amount of three
21 hundred nineteen thousand two hundred dollars (\$319,200), in exchange for the full and final settlement
22 and release of the PAGA Released Claims (as defined herein), and subject to the terms and conditions
23 outlined in this Agreement (as defined herein). It is intended by the Parties that Plaintiffs are individually
24 providing the fullest release permissible under applicable law.

25 Plaintiffs’ Counsel will seek from the Total Settlement Amount: (1) attorney’s fees not to exceed
26 the amount of \$111,720.00, representing 35% of the Total Settlement Amount; and (2) reimbursement of
27 litigation costs of up to \$8,000.00 (collectively referred to as “Fees and Costs”)
28

1 Plaintiffs will each seek \$7,500 from the Total Settlement Amount in exchange for their general
2 release of all claims against the Released Parties (as defined herein).

3 Plaintiffs' Counsel will seek payment of up to \$5,000 to the Settlement Administrator, ILYM
4 Group, Inc., for its services related to the administration of this Agreement, as detailed herein.

5 The amount remaining after these deductions will be PAGA penalties payable 75% to the LWDA
6 and 25% to the Aggrieved Employees. The Distributable Amount to be paid to the Aggrieved Employees
7 will be apportioned among them based on their respective pay periods worked for Defendant during the
8 PAGA Period in a non-exempt position in California. Exhibit A hereto in the notice which will be mailed
9 to Aggrieved Employees. All costs associated with remitting payments to the Aggrieved Employees
10 following the procedures outlined herein will be paid from the Total Settlement Amount. Defendant will
11 not be required to pay anything more than the Total Settlement Amount to resolve this Action.

12 Furthermore, and in exchange for the consideration contained herein, Plaintiffs individually agree
13 to the Personal Release/general release of any and all claims he/they have personally against Defendant
14 pursuant to the "Personal Release" contained herein. Plaintiffs expressly acknowledge that the Personal
15 Release is an integral part of this Agreement.

16
17 **II. DEFINITIONS**

18 As used in this Stipulation and Settlement Agreement (hereinafter the "Agreement" or
19 "Stipulation"), the following terms shall have the meanings specified below:

20 1. "Actions" means this lawsuit, and the operative Complaints in the matter entitled *TERRY*
21 *HIATT v. TNH MOTORS, INC. dba NORTH HOLLYWOOD TOYOTA*, Los Angeles Superior Court,
22 Case No.: 19BBCV00974; and *OSCAR RUIZ-GARCIA v. TNH MOTORS, INC. dba NORTH*
23 *HOLLYWOOD TOYOTA*, Los Angeles Superior Court, Case No.: 20STCV25676

24 2. "Aggrieved Employees" means any individual, currently or formerly employed in
25 California by Defendant as a non-exempt employee whose compensation was whole or in part
26 commission or piece rate based from August 14, 2018 through June 20, 2020, but excluding the period
27 March 8, 2019 through April 30, 2019.
28

1 3. “Agreement” or “Settlement” means this Stipulation and Settlement Agreement,
2 including any attached exhibits.

3 4. “Counsel for Defendant” or “Defense Counsel” means Anthony A. Molino, Esq., Steven
4 R. Berardino, Esq., Michelle Cooper, Esq., and Benjamin J. Carter, Esq. of MOLINO & BERARDINO,
5 A Professional Law Corporation.

6 5. “Court” means the Los Angeles Superior Court captioned above, and Court shall also
7 mean any other Court that acquires proper jurisdiction of this Action.

8 6. “Distributable Amount,” “Net Settlement Amount,” and “NSA” means the amount that is
9 distributable to the Aggrieved Employees, and equals the Total Settlement Amount less PAGA Counsel
10 Fees, PAGA Counsel Costs, General Release Payments to the Plaintiffs, the LWDA Payment, and
11 Settlement Administration Costs.

12 7. “Effective Date” means the date of entry of the Order and Judgment approving this
13 Agreement and dismissing the Actions with prejudice.

14 8. “General Release Payments” mean \$7,500 payments to each of the Plaintiffs, to be paid
15 from the Total Settlement Amount, in exchange for their Personal Release in favor of the Released
16 Parties.

17 9. “LWDA” means the California Labor and Workforce Development Agency.

18 10. “LWDA Payment” means 75% of the amount remaining following deductions from the
19 Total Settlement Amount for PAGA Counsel Fees, PAGA Counsel Costs, General Release Payments to
20 the Plaintiffs, and Settlement Administration Costs.

21 11. “Order and Final Judgment” or “Order and Judgment” means the order entered by the
22 Court pursuant to the terms set forth in this Agreement approving this Agreement and dismissing the
23 Actions with prejudice.

24 12. “PAGA” means the Private Attorneys General Act of 2004 (*Cal. Labor Code §2698, et*
25 *seq.*)

26 13. “PAGA Counsel” means Gaines & Gaines, APLC, Boucher LLP and Law Offices of
27 Sahag Majarian II.
28

1 14. “PAGA Counsel Costs” means the amounts to be paid, subject to Court approval, to
2 PAGA Counsel for costs incurred by PAGA Counsel in this Action.

3 15. “PAGA Counsel Fees” means the amount to be paid, subject to court approval, to PAGA
4 Counsel for attorneys’ fees.

5 16. “PAGA Period” refers to the time period from August 14, 2018 through June 20, 2020,
6 but excluding the period March 8, 2019 and April 30, 2019.

7 17. “PAGA Released Claims” means any and all claims, debts, liabilities, demands,
8 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action, arising under
9 PAGA, which were alleged in the Actions or could have been alleged based on the facts pled in the
10 Actions.

11 18. “Personal Release” means the Plaintiffs’ irrevocable and unconditional release, acquittal,
12 and discharge of the Defendant and all persons and/or corporate entities acting by, through, under or in
13 concert with any of them, or any of them (“Released Parties”), from any and all complaints, claims,
14 liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses
15 (including attorneys’ fees and costs actually incurred), of any nature whatsoever, including but not
16 limited to claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42
17 U.S.C. §2000e); the California Labor Code, California Business and Professions Code §17200 et seq.,
18 the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans with
19 Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the Older
20 Workers’ Benefit Protection Act; the Private Attorneys General Act of 2004 pursuant to *Arias v.*
21 *Superior Court* (2009) 46 Cal. 4th 969; and claims of intentional infliction of emotional distress;
22 defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for
23 claims of a breach of the covenant of good faith and fair dealing, as well as any other express or implied
24 covenant; or any other statute or common law principle of similar effect, known or unknown, which the
25 person giving this release now has, owns, or holds, or claims to have, own or hold, or which said person
26 at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any
27 time hereinafter may have, own, or hold, or claim to have, own, or hold, against the Defendant, arising
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1 from acts, events, or circumstances occurring on or before the effective date of this Agreement.

2 As to the foregoing claims, the Plaintiffs expressly waive the benefits of California Civil Code §
3 1542. Civil Code §1542 provides:

4
5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
6 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
7 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
8 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
9 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

10 19. "Settlement Administrator" refers ILYM Group, Inc., selected by PAGA Counsel to
11 administer this Settlement and to act as the third party administrator to process the Settlement under the
12 terms of this Agreement.

13 20. "Settlement Administration Costs" means the fees and costs incurred or charged by the
14 Settlement Administrator in connection with the execution of its duties under this Agreement including,
15 but not limited to: (i) fees and costs associated with preparing, issuing and/or monitoring reports, filings
16 and notices (including the cost of printing and mailing all notices and other documents) required to be
17 prepared in the course of administering the Settlement; (ii) computing the amount of the Settlement
18 Payments, and any other payments to be made under this Agreement; (iii) handling inquiries about the
19 calculation of individual Settlement Payments; (iv) establishing and operating a Settlement payment
20 center address, and phone number to receive Aggrieved Employees' inquiries about the Settlement; and
21 (v) remitting any filings required by any governmental taxing authority or other governmental agency.

22 21. "Settlement Payment" refers to the payment to any Aggrieved Employees pursuant to the
23 terms of this Agreement.

24 22. "Total Settlement Amount" ("TSA") means the total amount of three hundred nineteen
25 thousand two hundred dollars (\$319,200) to be paid by Defendant pursuant to the terms of this
26 Agreement. The TSA shall be paid to the Settlement Administrator no later than fifteen (15) calendar
27 days after the Effective Date.

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III. BACKGROUND

This matter consists of two standalone PAGA matters against Defendant TNH Motors, Inc. dba North Hollywood Toyota (“TNH”), an automobile dealership. The action filed by Mr. Hiatt commenced on October 29, 2019 following a PAGA letter to the LWDA dated August 14, 2019. Mr. Hiatt’s employment relationship with TNH ended on March 7, 2019. Thereafter, on July 8, 2020, Mr. Ruiz-Garcia commenced a separate PAGA action following a PAGA letter to the LWDA dated May 1, 2020 and an amended letter dated July 7, 2020. The second PAGA letter added a claim for alleged failure to pay all wages due upon separation of employment per Labor Code § 203 following Mr. Ruiz-Garcia’s separation of employment on or around June 20, 2020. The Court has deemed the two matters to be related.

Mr. Hiatt was a service technician during his employ by TNH. Mr. Ruiz-Garcia was a salesperson at TNH. Defendant contends that those positions are subject to different wage orders.

Despite the fact that the PAGA representatives held different positions at TNH, potentially subject to different wage orders, the Complaints both claim a failure to pay all wages due, including minimum and overtime wages, a failure to pay premiums for missed rest and meal periods, a failure to provide accurate itemized wage statements and failure to pay all wages due at separation. The Hiatt matter further claims a failure to reimburse for necessary expenses.

The following chart displays the claims asserted by the Plaintiffs:

Hiatt PAGA Violations	Ruiz-Garcia PAGA Violations
Labor Code §201 – Payment on Discharge	Labor Code §201
Labor Code §202– Payment on Discharge Temps.	Labor Code §202
	Labor Code §203 – Waiting Time
	Labor Code §204 – Semimonthly Payments of Wages
	Labor Code § 210 – Penalty for failure to make payments
Labor Code §226(a) – Wage Statements	Labor Code §226(a)
Labor Code §226.3 – Civil penalties itemized statements	Labor Code §226.3 – Civil penalties itemized
Labor Code §226.7 – Meal/Rest Period	Labor Code §226.7

	Labor Code §256 – Civil Penalty for Waiting Time Violation
Labor Code §510 – Overtime	Labor Code §510
Labor Code §512 – Meal Periods	Labor Code §512
	Labor Code §558 - civil penalties IWC Order
Labor Code §1194 – Min Wage/Overtime	Labor Code §1194
	Labor Code §1197– Min Wage/Overtime
	Labor Code §1198 – Maximum hours of work
	Labor Code §1199 – Wage Order Violations

IV. COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms and requirements of this Agreement, including but not limited to, the execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this stipulated Settlement.

Except as otherwise provided herein, no party nor any of their attorneys or agents shall initiate any communication with any Aggrieved Employees. This provision in no way limits PAGA Counsel from communicating with the Plaintiffs, nor does the provision limit PAGA Counsel from responding to any inquiry initiated by any Aggrieved Employees regarding the Actions.

The Parties shall promptly submit this Agreement for Court approval by stipulation and order or, by motion if required by the Court, for determination of its fairness, adequacy, and reasonableness. Concurrently with its submission to the Court, PAGA Counsel shall transmit a copy to the LWDA through its online web portal, as required by *Labor Code* § 2699(l)(1).

V. ALLOCATION OF THE TOTAL SETTLEMENT AMOUNT AND TIMELINES RELATED THERETO

Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of \$111,720 to PAGA Counsel for PAGA Counsel Fees. PAGA Counsel believe, and Defendant does not challenge, that such an award to PAGA Counsel is reasonable. Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of reasonable costs of suit, which are presently estimated to not exceed \$8,000, to

1 PAGA Counsel for PAGA Counsel Costs. PAGA Counsel believe, and Defendant does not challenge,
2 that such an award to PAGA Counsel is reasonable.

3 Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from
4 the Total Settlement Amount of a General Release Payment to each of the Plaintiffs in exchange for their
5 Personal Release in favor of the Released Parties. The General Release Payments shall not exceed \$7,500
6 for each Plaintiff. The General Release Payments shall be in addition to Plaintiffs' Settlement Payment
7 from the NSA. PAGA Counsel believe, and Defendant does not challenge, that such an award to the
8 Plaintiffs is not unreasonable. Plaintiffs each contend that their individual damages far exceed \$7,500.

9 All the Settlement Administration Costs, not to exceed \$5,000, shall be paid from the Total
10 Settlement Amount. Under no circumstances shall Defendant be responsible for paying anything above
11 the Total Settlement Amount to account for anticipated and/or unanticipated Settlement Administration
12 Costs.

13 The Total Settlement Amount less deductions for PAGA Counsel Fees and PAGA Counsel Costs,
14 the General Release Payments, and the Settlement Administration Costs is approximately \$179,480.
15 Seventy-five percent of this amount, approximately \$134,610, shall be the LWDA Payment paid to the
16 LWDA, as required by PAGA. The remaining twenty-five percent, or approximately \$44,870, shall be
17 the Distributable Amount apportioned among the Aggrieved Employees based on their respective pay
18 periods worked for Defendant during the PAGA Period in a non-exempt position in California (their
19 Settlement Payments).

20 All payments made hereunder to PAGA Counsel and the Plaintiffs for the General Release
21 payments shall be reported on IRS Forms 1099. The LWDA, the Aggrieved Employees, and the
22 Settlement Administrator shall be reported on IRS Forms 1099 if required by law and as determined by
23 the Settlement Administrator.

24 Defendant shall pay the Total Settlement Amount, no more and no less, to settle this Action, no
25 later than fifteen (15) calendar days after the Effective Date, subject to its prior receipt of a W-9 from the
26 PAGA Counsel, Plaintiffs, and the Settlement Administrator for the Qualified Settlement Fund
27 established to hold and disburse the TSA. To the extent a W-9 is not provided to Defendant or incorrect
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1 or inaccurate account or wire information is furnished to Defendant, its payment obligation hereunder is
2 tolled until correct information and/or proper documentation is provided.

3 **A. The Settlement Administrator**

4 PAGA Counsel have selected ILYM Group, Inc., an experienced Settlement Administrator, to
5 process this Settlement. The Settlement Administrator will administer the Settlement including, but not
6 limited to, calculating and directing the disbursements for Settlement Payments from the Distributable
7 Amount.

8 Within fifteen (15) calendar days after the Effective Date, Defendant shall provide the Settlement
9 Administrator with a Microsoft Excel file containing the name and last known address, telephone number,
10 dates of employment by Defendant during the PAGA Period worked in a non-exempt position in
11 California, and number of pay periods worked for Defendant during the PAGA Period in a non-exempt
12 position in California with respect to each Aggrieved Employee (the "Aggrieved Employee Data").

13 Within thirty (30) calendar days following its receipt of the Total Settlement Amount and the
14 Aggrieved Employee Data, the Settlement Administrator shall mail the notice attached hereto as Exhibit
15 A to each Aggrieved Employee at their last known address, together with their Settlement Payments. The
16 Settlement Administrator shall make a reasonable, industry-standard effort to locate an updated address
17 for any notice returned as undeliverable.

18 Settlement Payment checks payable to Aggrieved Employees must be cashed within one hundred
19 eighty (180) calendar days after issuance. If a Settlement Payment check is returned to the Settlement
20 Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Aggrieved
21 Employee at his or her correct address, if ascertained. All checks mailed to the Aggrieved Employees
22 that are not cashed within 180 days of issuance are deemed void and shall be paid to the Controller of the
23 State of California within thirty (30) calendar days of their expiration, to be held pursuant to the
24 Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Aggrieved
25 Employees who did not cash their checks, until such time that they claim their property. If requested by
26 the Court, PAGA Counsel and Defense Counsel shall report to the Court the total value of checks cashed
27 by the Aggrieved Employees (and the total amount that was uncashed by the Aggrieved Employees) at a
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1 date set by the Court after the close of the 180-day period.

2 The Settlement Administrator shall not disburse any settlement funds except as provided herein,
3 as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and PAGA Counsel. Subject
4 to further orders and/or directions as may be made by the Court, the Settlement Administrator is
5 authorized to execute such transactions on behalf of the Aggrieved Employees as are consistent with the
6 terms of this Agreement.

7 **B. Circular 230 Disclaimer**

8 Each party to this Agreement (for purposes of this section, the “Acknowledging Party”; and each
9 party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees
10 that (1) no provision of this Agreement, and no written communication or disclosure between or among
11 the parties or their attorneys and other advisers, is or was intended to be, nor shall any such
12 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
13 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
14 Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax
15 advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any other
17 party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to
18 any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no
19 attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any
20 such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
21 disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including
22 any transaction contemplated by this Agreement.

23 **VI. LIMITATIONS ON USE OF THIS SETTLEMENT**

24 **A. No Admission**

25 Neither the acceptance nor the performance by Defendant of the terms contained in this
26 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or
27 deemed a precedent or an admission by Defendant of the truth of any allegations in any version of the
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1 Complaint.

2 **B. Non-Evidentiary Use**

3 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or
4 drafting of it, shall be offered or used as evidence by Plaintiff, any Aggrieved Employee, Defendant, or its
5 or their respective counsel, in the Actions or any other proceeding, except as is reasonably necessary to
6 effectuate its purpose and terms. This Agreement may be used by Defendant to prove or defend against
7 any claim released herein by any Aggrieved Employee in any judicial, quasi-judicial, administrative, or
8 governmental proceeding.

9 **C. Nullification**

10 If for any reason the Effective Date does not occur, this Agreement shall be considered null and
11 void and all parties to this Settlement shall stand in the same position, without prejudice, as if the
12 Settlement had been neither entered into nor filed with the Court. Moreover, in the event the Court does
13 not approve this Settlement, Defendant will not be deemed to have waived, limited, or affected in any
14 way any of its objections, or defenses in this Action. Invalidation of any material portion of this
15 Settlement, excluding Section VII, shall invalidate this Settlement in its entirety unless the Parties agree
16 in writing that the remaining provisions shall remain in full force and effect.

17 **VII. RELEASE BY PLAINTIFFS, AGGRIEVED EMPLOYEES, AND THE STATE OF**
18 **CALIFORNIA OF THE PAGA RELEASED CLAIMS**

19 Subject to the occurrence of the Effective Date, Plaintiffs, on behalf of themselves, the State of
20 California and the Aggrieved Employees, fully, finally, and forever settle, compromise, release and
21 discharge the Released Parties from the PAGA Released Claims which occurred during the PAGA
22 Period. Upon the Effective Date, by operation of this Agreement's terms, and except as to such rights or
23 claims as may be created by this Agreement, the State of California via the Plaintiffs, fully releases and
24 discharges the Released Parties from the PAGA Released Claims which occurred during the PAGA
25 Period.. If this provision is found to be invalid or void, it shall be excised from this Agreement without
26 affecting the balance of its terms.

27 ///

1 **VIII. RELEASE BY PLAINTIFFS OF THEIR INDIVIDUAL CLAIMS**

2 Plaintiffs individually agree to the Personal Release/general release of any and all claims he/they
3 have personally against the Released Parties pursuant to the “Personal Release” contained herein.
4 Representative Plaintiffs expressly acknowledge that the Personal Release is an integral part of this
5 Agreement.

6 **IX. MISCELLANEOUS PROVISIONS**

7 **A. Amendments**

8 The terms and provisions of this Agreement may be amended only by a written agreement, which
9 is both (1) signed by the Plaintiffs, PAGA Counsel, Defendant, and Counsel for Defendant.

10 **B. Jurisdiction of the Court to Enforce Terms of Agreement**

11 The Parties stipulate and agree that the Court will retain jurisdiction to enforce the terms of this
12 Agreement following the entry of the Judgment, pursuant to California Code of Civil Procedure section
13 664.6 and as otherwise allowed by law. The Parties agree to the exclusive jurisdiction of the Court to
14 enforce the terms and conditions contained herein.

15 **C. Enforcement Actions**

16 In the event one or more of the Parties to this Stipulation institutes any legal action or other
17 proceeding against any other party or parties to enforce the provisions of this Stipulation, or to declare
18 rights and/or obligations under this Stipulation, the successful party or parties shall be entitled to recover
19 from the unsuccessful party or parties reasonable attorneys’ fees and costs in connection with any
20 enforcement actions.

21 **D. No Inducements**

22 Plaintiffs and Defendant acknowledge that they have been represented by Counsel of their choice
23 in connection with this Settlement Agreement and that they are entering into this Agreement as a free and
24 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that
25 neither Plaintiffs nor Defendant has relied on any promises, representations, or warranties regarding the
26 subject matter hereof other than as set forth in this Agreement.

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1 **E. No Prior Assignment**

2 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
3 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
4 any portion of any liability, claim, demand, action, cause of action or rights herein released and
5 discharged except as set forth herein.

6 **F. Counterparts**

7 This Agreement, and any amendments hereto, may be executed in any number of counterparts,
8 each of which when executed and delivered shall be deemed to be an original and all of which taken
9 together shall constitute but one and the same instrument. This Agreement will become effective on the
10 date when the last person signs and dates it.

11 **G. Integration Clause**

12 This document, along with any exhibits attached hereto, constitutes the complete and entire
13 Agreement between the parties pertaining to the subject matter hereof, and the final, complete and
14 exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements,
15 representations, negotiations, and understandings between the parties, oral or written, express or implied,
16 are hereby superseded and merged herein.

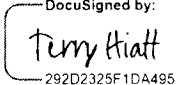
17 **H. Representation Regarding Pay Periods Worked by Aggrieved Employees**

18 Defendant has represented that the Aggrieved Employees worked no more than 3,192 pay periods
19 during the PAGA Period. Should the actual number of such pay periods exceed this amount by more than
20 5%, Defendant shall increase the Total Settlement Amount on a proportionate basis for each additional
21 pay period above 5%. For example, if the final pay period count is 3,220 (a 1% increase over 3,192), then
22 the Total Settlement Amount shall remain unchanged. If, the final pay period count is 3,400 (a 6.5%
23 increase over 3,192), then the Total Settlement Amount shall increase by 1.5% to a grand total of
24 \$323,988.

25 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
26 Agreement to be executed by their duly authorized representatives.
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Date: March 12, 2021

PLAINTIFF
DocuSigned by:

292D2325F1DA495
TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

Date:

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

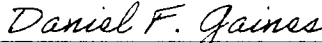
Date:

Title:
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: March 12, 2021


Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date:

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

Date: 3/12/2021

DocuSigned by:

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OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____

Title: _____
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: _____

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

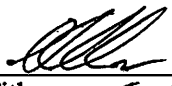
PLAINTIFF

Date: _____

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____



Title: GM
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: _____

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

Date: _____

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____

Title: _____
TNH MOTORS, INC.

Approved as to Form and Content:

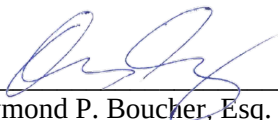
Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: March 15, 2021



Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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Law Offices of Sahag Majarian II

Date: 3/11/2021

DocuSigned by:
Sahag Majarian

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Sahag Majarian II, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

MOLINO & BERARDINO, A.P.L.C.

Date: _____

Michelle Cooper, Esq.
Benjamin Carter, Esq.
Counsel for Defendant TNH MOTORS, INC. dba
NORTH HOLLYWOOD TOYOTA

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Law Offices of Sahag Majarian II

Date: _____

Sahag Majarian II, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

Date: 3/17/21

MOLINO & BERARDINO, A.P.L.C.



Michelle Cooper, Esq.
Benjamin Carter, Esq.
Counsel for Defendant TNH MOTORS, INC. dba
NORTH HOLLYWOOD TOYOTA